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Joann Dyroff

February 24, 2023

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Edward Wiegand, et al.

vs.

New York Life Insurance & Annuity Corporation,  
et al.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

EDWARD WIEGAND and EUGENIA	)	
SPRICH, TRUSTEES OF THE	)	
HERBERT C. WIEGAND REVOCABLE	)	
TRUST, individually and on	)	
behalf of all other similarly	)	
situated,	)	
	)	
Plaintiff,	)	No. 4:22 CV 188 RWS
	)	
vs.	)	
	)	
NEW YORK LIFE INSURANCE &	)	
ANNUITY CORPORATION, et al.,	)	
	)	
Defendants.	)	

The deposition of JOANN DYROFF, taken before Mary M. Rocco, Certified Court Reporter and Registered Professional Reporter, taken pursuant to the provisions of the Missouri Code of Civil Procedure and the Rules of the Supreme Court thereof pertaining to the taking of depositions for the purpose of discovery, commencing at 12:00 p.m., on February 24th, 2023, at 165 North Meramec, Suite 110, St. Louis, Missouri 63105.

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1           **A.       Yes.**

2           Q.       So the background of this suit, or  
3       the allegations in the pending petition, all  
4       essentially resolve around a life insurance policy  
5       that was taken out by Dr. Wiegand on his then  
6       wife, Jean Cameron Wiegand's life. Are you  
7       familiar with that policy?

8           **A.       Somewhat.**

9           Q.       For the record, it is called a  
10      Universal Life Accumulator Policy, Number  
11      62791665. Have you ever read this policy?

12          **A.       I have read parts of it.**

13          Q.       What parts of the policy do you  
14      recall having read?

15          **A.       Primarily, the first several pages**  
16      **of the policy.**

17          Q.       Is there a reason why you would read  
18      the first several pages of the policy and not the  
19      entirety of it?

20          **A.       As I recall, the policy was -- it's**  
21      **a very substantial number of pages. It's not a**  
22      **short document, and you know --**

23          Q.       So you didn't feel like it was  
24      necessary to read the entirety of it, or --

25          **A.       My conversations with the clients**

1     **about my involvement with this policy are**  
2     **privileged. And this is starting to touch on**  
3     **that, so I can't go any further.**

4                     MR. BRODZIK: Can you certify that  
5     question, please?

6                     (Whereupon, the pending question is  
7     certified at the request of Mr. Brodzik.)

8     BY MR. BRODZIK:

9             Q.       Did you assist in procuring this  
10    policy?

11            **A.       No.**

12            Q.       Do you know who procured the policy?

13            **A.       There was -- I believe it was an**  
14     **insurance broker that the Wiegands worked with. I**  
15     **can't recall the name of the company. And I think**  
16     **it's defunct. I'm fairly sure it's defunct,**  
17     **because I understood that the broker had died**  
18     **somewhere along the line.**

19            Q.       Understood. Are you familiar with  
20    life accumulator life insurance policies?

21            **A.       Not enough to talk about them.**

22            Q.       So you don't know the difference  
23    between -- or you can't describe the difference  
24    between a life accumulator policy and a standard  
25    term life insurance policy?

1 policies that had a death benefit and a  
2 diminishing cash value but for the inclusion of an  
3 additional premium?

4 **A. Yes.**

5 Q. Okay. And you've provided legal  
6 guidance in regards to the handling and  
7 maintenance of these types of policies?

8 **A. On a very limited basis.**

9 Q. Okay. And what basis would that be?

10 **A. To consult with their insurance**  
11 **agent primarily.**

12 Q. Do you recall if you ever provided  
13 this accumulative life insurance illustration  
14 document to Edward or Eugenia?

15 **A. I believe that that calls for**  
16 **confidentiality issues in terms of my discussions**  
17 **with them.**

18 MR. BRODZIK: I'll certify that  
19 question.

20 (Whereupon, the pending question is  
21 certified at the request of Mr. Brodzik.)

22 BY MR. BRODZIK:

23 Q. In your history of dealing with  
24 accumulator policies with diminishing cash values,  
25 has it been your recommendation in the past to

1 can't proceed.

2 BY MR. BRODZIK:

3 Q. So you have no opinion on when a  
4 cash value should be exercised or when a client  
5 should wait for a death benefit?

6 A. If I'm dealing with a client on that  
7 question, as I said, I would refer them back to  
8 their insurance agent or to someone in our office  
9 to help review.

10 Q. Do you recall ever directing Edward  
11 or Eugenia to speak with their insurance agent  
12 about this policy?

13 A. I believe that is covered by  
14 confidentiality.

15 MR. BRODZIK: I would like to  
16 certify that question as well.

17 (Whereupon, the pending question is  
18 certified at the request of Mr. Brodzik.)

19 (Whereupon, Exhibit G is marked for  
20 identification.)

21 BY MR. BRODZIK:

22 Q. This is a letter, dated October 23,  
23 2002, to McCarter and Greenley, signed by Edward  
24 and Eugenia Sprich, apparently requesting that  
25 their representation be -- or McCarter and



1 Q. What do those words mean in English?

2 A. That it is not going to lapse in  
3 that period of time or until that date?

4 Q. Or until that date?

5 A. Yes.

6 Q. And that date is only a year and  
7 change out from the date that you sent that  
8 letter; correct?

9 A. It appears.

10 Q. So would it be in your normal course  
11 of business, if you see a policy that has the  
12 potential to lapse in a year, that you would  
13 inform your clients of that fact?

14 MR. SLABY: Object to form. No  
15 foundation. Calls for a conclusion.

16 THE WITNESS: Could you ask that  
17 question again?

18 MR. BRODZIK: Could you read it  
19 back, please?

20 (Whereupon, the pending question is  
21 read by the court reporter.)

22 MR. SLABY: Same objections.

23 THE WITNESS: Yes, generally.

24 BY MR. BRODZIK:

25 Q. Do you recall if you did that in

1 this instance?

2 **A. I believe that is covered under**  
3 **confidentiality.**

4 MR. BRODZIK: Can you certify that  
5 question, please?

6 (Whereupon, the pending question is  
7 certified at the request of Mr. Brodzik.)

8 BY MR. BRODZIK:

9 Q. In the pages that you sent back to  
10 the insurance agent, is it true that it states  
11 that the policy requires a monthly premium of  
12 \$7,818.50?

13 **A. I'm sorry, I don't have that in**  
14 **front of me.**

15 MR. JACOBSON: I was looking it  
16 over --

17 MR. SLABY: The document speaks for  
18 itself. If you're just asking her to confirm what  
19 it says on it, that's fine.

20 THE WITNESS: It says somewhere in  
21 here.

22 MR. SLABY: Where is it? Don't  
23 assume anything.

24 THE WITNESS: I assume it says what  
25 you --

1 MR. SLABY: What are you asking,  
2 Jim? I'm sorry.

3 BY MR. BRODZIK:

4 Q. Well, you can look through the  
5 dates. What is the required monthly premium as  
6 stated on the policy pages that you forwarded to  
7 Vance Financial Group?

8 MR. SLABY: Calls for a conclusion.  
9 Lack of foundation.

10 THE WITNESS: Yes, it says premium  
11 levels \$7,000 and some change.

12 BY MR. BRODZIK:

13 Q. Do you ever recall discussing that  
14 fact with Edward and Eugenia?

15 **A. I believe that is covered by**  
16 **confidentiality.**

17 MR. BRODZIK: Certify that question  
18 as well, please.

19 (Whereupon, the pending question is  
20 certified at the request of Mr. Brodzik.)

21 BY MR. BRODZIK:

22 Q. Do you recall if the Trust -- strike  
23 that. If payments are being made for, say, life  
24 insurance or fees on a brokerage account, whatever  
25 it may be, are those fees being paid by the Trust

1           **A.       Let me change -- I don't know. I**  
2   **can't remember.**

3           Q.       If you would have, would that have  
4   been noted in your legal file?

5                   MR. SLABY: Object to form.

6                   THE WITNESS: I don't know.

7   BY MR. BRODZIK:

8           Q.       Did you inform Edward and Eugenia  
9   that the last correspondence you received from New  
10   York Life in regards to the change in ownership  
11   listed 9 Huntleigh Woods as the address for the  
12   Trust?

13           **A.       I believe that would fall under**  
14   **confidentiality in terms of what I informed them.**

15                   MR. BRODZIK: Certify that question,  
16   please.

17                   (Whereupon, the pending question is  
18   certified at the request of Mr. Brodzik.)

19   BY MR. BRODZIK:

20           Q.       Did you ever make another attempt to  
21   correct 165 North Meramce Avenue as your intended  
22   address for the Trust?

23           **A.       I don't recall.**

24           Q.       Do you know when this insurance  
25   policy lapsed?

1 discussions that you've had with them. I'm asking  
2 you as an attorney of 45 years, who handles  
3 estates and trusts, do you have a legal duty to  
4 keep your clients informed as to the pertinent  
5 provisions of life insurance policies?

6 MR. SLABY: Object to form. Lack of  
7 foundation, vague and ambiguous, calls for a legal  
8 conclusion.

9 THE WITNESS: Does that mean I don't  
10 answer?

11 MR. SLABY: If you have an answer,  
12 you can have answer. I'm not telling you not to.  
13 Do you understand the question?

14 THE WITNESS: I believe that in any  
15 given case, that may be governed by discussions  
16 between the attorney and the client. And in this  
17 case, I believe that is covered by  
18 confidentiality.

19 BY MR. BRODZIK:

20 Q. I'm not asking you specifically  
21 about this case.

22 **A. I understand that.**

23 Q. I'm asking you, generally speaking,  
24 with your 45 years of experience, whether or not  
25 the representative for the Trustees of the Trust,

1 counsel for the Trustees of the Trust has a duty  
2 to inform the Trustees of the pertinent  
3 information in life insurance policies that are  
4 included in the Trust?

5 MR. SLABY: Same objection as  
6 previously made. There has been no established  
7 duty. Lack of foundation, calls for a legal  
8 conclusion, vague and ambiguous.

9 THE WITNESS: I believe that, based  
10 upon the objections raised by my attorney, that it  
11 is not appropriate to answer that question.

12 MR. BRODZIK: Why don't you certify  
13 that question as well.

14 (Whereupon, the pending question is  
15 certified at the request of Mr. Brodzik.)

16 BY MR. BRODZIK:

17 Q. Have you ever spoken with Mark  
18 Wiegand?

19 A. **I don't recall.**

20 Q. Have you spoken to Teal Wiegand?

21 A. **Who?**

22 Q. Teal Wiegand?

23 A. **I don't recall.**

24 Q. Had you ever spoken to Christina  
25 Wiegand?